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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

JOHN CASTILLO, JR.,	)	Case No.: 2:24-cv-01498-TLN-CKD
	)	
Plaintiff,	)	
vs.	)	[ <del>PROPOSED</del> ] STIPULATED
	)	PROTECTIVE ORDER
TRANSWORLD SYSTEMS INC.,	)	
	)	<b>WITH MODIFICATION BY THE</b>
Defendant.	)	<b>COURT</b>
	)	
	)	
	)	
	)	
	)	
	)	
	)	

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than

1 prosecuting this litigation may be warranted. Such information consists of, among  
2 other things, personal consumer information, confidential business or financial  
3 information, information regarding confidential business practices, or other  
4 commercially sensitive information that is otherwise generally unavailable to the  
5 public, or which may be privileged or otherwise protected from disclosure under  
6 state or federal statutes, court rules, case decisions, or common law. Accordingly,  
7 the parties hereby stipulate to and petition the court to enter the following  
8 Stipulated Protective Order. The parties acknowledge that this Order does not  
9 confer blanket protections on all disclosures or responses to discovery and that the  
10 protection it affords from public disclosure and use extends only to the limited  
11 information or items that are entitled to confidential treatment under the  
12 applicable legal principles. The parties further acknowledge, as set forth in  
13 Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
14 file confidential information under seal; Civil Local Rule 141 sets forth the  
15 procedures that must be followed and the standards that will be applied when a  
16 party seeks permission from the court to file material under seal.

17 **2. DEFINITIONS**

18 2.1 Challenging Party: a Party or Non-Party that challenges the  
19 designation of information or items under this Order.

20 2.2 “CONFIDENTIAL” Information or Items: information (regardless of  
21 how it is generated, stored or maintained) or tangible things that qualify for  
22 protection under Federal Rule of Civil Procedure 26(c).

23 2.3 Counsel (without qualifier): Outside Counsel of Record and House  
24 Counsel (as well as their support staff).

25 2.4 Designating Party: a Party or Non-Party that designates information  
26 or items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL.”

1           2.5    Disclosure or Discovery Material: all items or information, regardless  
2 of the medium or manner in which it is generated, stored, or maintained  
3 (including, among other things, testimony, transcripts, and tangible things), that  
4 are produced or generated in disclosures or responses to discovery in this matter.

5           2.6    Expert: a person with specialized knowledge or experience in a  
6 matter pertinent to the litigation who has been retained by a Party or its counsel to  
7 serve as an expert witness or as a consultant in this action.

8           2.7    House Counsel: attorneys who are employees of a party to this  
9 action. House Counsel does not include Outside Counsel of Record or any other  
10 outside counsel.

11          2.8    Non-Party: any natural person, partnership, corporation, association,  
12 or other legal entity not named as a Party to this action.

13          2.9    Outside Counsel of Record: attorneys who are not employees of a  
14 party to this action but are retained to represent or advise a party to this action and  
15 have appeared in this action on behalf of that party or are affiliated with a law firm  
16 which has appeared on behalf of that party.

17          2.10   Party: any party to this action, including all of its officers, directors,  
18 employees, consultants, retained experts, and Outside Counsel of Record (and  
19 their support staffs).

20          2.11   Producing Party: a Party or Non-Party that produces Disclosure or  
21 Discovery Material in this action.

22          2.12   Professional Vendors: persons or entities that provide litigation  
23 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
24 or demonstrations, and organizing, storing, or retrieving data in any form or  
25 medium) and their employees and subcontractors.

26          2.13   Protected Material: any Disclosure or Discovery Material that is  
27 designated as “CONFIDENTIAL.”

1           2.14 Receiving Party: a Party that receives Disclosure or Discovery  
2 Material from a Producing Party.

3       3.     SCOPE

4           The protections conferred by this Stipulation and Order cover not only  
5 Protected Material (as defined above), but also (1) any information copied or  
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
7 compilations of Protected Material; and (3) any testimony, conversations, or  
8 presentations by Parties or their Counsel that might reveal Protected Material.  
9 However, the protections conferred by this Stipulation and Order do not cover the  
10 following information: (a) any information that is in the public domain at the time  
11 of disclosure to a Receiving Party or becomes part of the public domain after its  
12 disclosure to a Receiving Party as a result of publication not involving a violation  
13 of this Order, including becoming part of the public record through trial or  
14 otherwise; and (b) any information known to the Receiving Party prior to the  
15 disclosure or obtained by the Receiving Party after the disclosure from a source  
16 who obtained the information lawfully and under no obligation of confidentiality  
17 to the Designating Party. Any use of Protected Material at trial shall be governed  
18 by a separate agreement or order.

19     4.     DURATION

20           Even after final disposition of this litigation, the confidentiality obligations  
21 imposed by this Order shall remain in effect until a Designating Party agrees  
22 otherwise in writing or a court order otherwise directs. Final disposition shall be  
23 deemed to be the later of (1) dismissal of all claims and defenses in this action,  
24 with or without prejudice; and (2) final judgment herein after the completion and  
25 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
26 including the time limits for filing any motions or applications for extension of  
27 time pursuant to applicable law.

1     5.     DESIGNATING PROTECTED MATERIAL

2             5.1     Exercise of Restraint and Care in Designating Material for  
3 Protection. Each Party or Non-Party that designates information or items for  
4 protection under this Order must take care to limit any such designation to specific  
5 material that qualifies under the appropriate standards. The Designating Party  
6 must designate for protection only those parts of material, documents, items, or  
7 oral or written communications that qualify – so that other portions of the  
8 material, documents, items, or communications for which protection is not  
9 warranted are not swept unjustifiably within the ambit of this Order.

10            Mass, indiscriminate, or routinized designations are prohibited.  
11 Designations that are shown to be clearly unjustified or that have been made for  
12 an improper purpose (*e.g.*, to unnecessarily encumber or retard the case  
13 development process or to impose unnecessary expenses and burdens on other  
14 parties) expose the Designating Party to sanctions.

15            If it comes to a Designating Party’s attention that information or items that  
16 it designated for protection do not qualify for protection, that Designating Party  
17 must promptly notify all other Parties that it is withdrawing the mistaken  
18 designation.

19            5.2     Manner and Timing of Designations. Except as otherwise provided in  
20 this Order (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
21 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
22 protection under this Order must be clearly so designated before the material is  
23 disclosed or produced.

24            Designation in conformity with this Order requires:

25            (a) For information in documentary form (*e.g.*, paper or electronic  
26 documents, but excluding transcripts of depositions or other pretrial or trial  
27 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to

1 each page that contains protected material. If only a portion or portions of the  
2 material on a page qualifies for protection, the Producing Party also must clearly  
3 identify the protected portion(s) (e.g., by making appropriate markings in the  
4 margins).

5 A Party or Non-Party that makes original documents or materials available  
6 for inspection need not designate them for protection until after the inspecting  
7 Party has indicated which material it would like copied and produced. During the  
8 inspection and before the designation, all of the material made available for  
9 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
10 identified the documents it wants copied and produced, the Producing Party must  
11 determine which documents, or portions thereof, qualify for protection under this  
12 Order. Then, before producing the specified documents, the Producing Party must  
13 affix the “CONFIDENTIAL” legend to each page that contains Protected  
14 Material. If only a portion or portions of the material on a page qualifies for  
15 protection, the Producing Party also must clearly identify the protected portion(s)  
16 (e.g., by making appropriate markings in the margins).

17 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
18 that the Designating Party identify on the record, before the close of the  
19 deposition, hearing, or other proceeding, all protected testimony.

20 (c) for information produced in some form other than documentary and for  
21 any other tangible items, that the Producing Party affix in a prominent place on  
22 the exterior of the container or containers in which the information or item is  
23 stored the legend “CONFIDENTIAL.” If only a portion or portions of the  
24 information or item warrant protection, the Producing Party, to the extent  
25 practicable, shall identify the protected portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive

1 the Designating Party's right to secure protection under this Order for such  
2 material. Upon timely correction of a designation, the Receiving Party must make  
3 reasonable efforts to assure that the material is treated in accordance with the  
4 provisions of this Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time. Unless a prompt challenge to a  
8 Designating Party's confidentiality designation is necessary to avoid foreseeable,  
9 substantial unfairness, unnecessary economic burdens, or a significant disruption  
10 or delay of the litigation, a Party does not waive its right to challenge a  
11 confidentiality designation by electing not to mount a challenge promptly after the  
12 original designation is disclosed.

13 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
14 resolution process by providing written notice of each designation it is challenging  
15 and describing the basis for each challenge. To avoid ambiguity as to whether a  
16 challenge has been made, the written notice must recite that the challenge to  
17 confidentiality is being made in accordance with this specific paragraph of the  
18 Protective Order. The parties shall attempt to resolve each challenge in good faith  
19 and must begin the process by conferring directly (in voice to voice dialogue;  
20 other forms of communication are not sufficient) within 14 days of the date of  
21 service of notice. In conferring, the Challenging Party must explain the basis for  
22 its belief that the confidentiality designation was not proper and must give the  
23 Designating Party an opportunity to review the designated material, to reconsider  
24 the circumstances, and, if no change in designation is offered, to explain the basis  
25 for the chosen designation. A Challenging Party may proceed to the next stage of  
26 the challenge process only if it has engaged in this meet and confer process first or  
27

1 establishes that the Designating Party is unwilling to participate in the meet and  
2 confer process in a timely manner.

3       6.3 Judicial Intervention. If the Parties cannot resolve a challenge  
4 without court intervention, the Designating Party shall file and serve a motion to  
5 retain confidentiality under Civil Local Rule 230 (and in compliance with Civil  
6 Local Rule 141, if applicable) within 21 days of the initial notice of challenge or  
7 within 14 days of the parties agreeing that the meet and confer process will not  
8 resolve their dispute, whichever is earlier. Each such motion must be accompanied  
9 by a competent declaration affirming that the movant has complied with the meet  
10 and confer requirements imposed in the preceding paragraph. Failure by the  
11 Designating Party to make such a motion including the required declaration within  
12 21 days (or 14 days, if applicable) shall automatically waive the confidentiality  
13 designation for each challenged designation. In addition, the Challenging Party  
14 may file a motion challenging a confidentiality designation at any time if there is  
15 good cause for doing so, including a challenge to the designation of a deposition  
16 transcript or any portions thereof. Any motion brought pursuant to this provision  
17 must be accompanied by a competent declaration affirming that the movant has  
18 complied with the meet and confer requirements imposed by the preceding  
19 paragraph.

20       The burden of persuasion in any such challenge proceeding shall be on the  
21 Designating Party. Frivolous challenges, and those made for an improper purpose  
22 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
23 expose the Challenging Party to sanctions. Unless the Designating Party has  
24 waived the confidentiality designation by failing to file a motion to retain  
25 confidentiality as described above, all parties shall continue to afford the material  
26 in question the level of protection to which it is entitled under the Producing  
27 Party's designation until the court rules on the challenge.



7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff, professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

1 If the Designating Party timely seeks a protective order, the Party served  
2 with the subpoena or court order shall not produce any information designated in  
3 this action as “CONFIDENTIAL” before a determination by the court from which  
4 the subpoena or order issued, unless the Party has obtained the Designating  
5 Party’s permission. The Designating Party shall bear the burden and expense of  
6 seeking protection in that court of its confidential material – and nothing in these  
7 provisions should be construed as authorizing or encouraging a Receiving Party in  
8 this action to disobey a lawful directive from another court.

9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this action and designated as “CONFIDENTIAL.” Such information  
13 produced by Non-Parties in connection with this litigation is protected by the  
14 remedies and relief provided by this Order. Nothing in these provisions should be  
15 construed as prohibiting a Non-Party from seeking additional protections.

16 (b) In the event that a Party is required, by a valid discovery request, to  
17 produce a Non-Party’s confidential information in its possession, and the Party is  
18 subject to an agreement with the Non-Party not to produce the Non-Party’s  
19 confidential information, then the Party shall:

20 (1) promptly notify in writing the Requesting Party and the Non-Party that  
21 some or all of the information requested is subject to a confidentiality agreement  
22 with a Non-Party;

23 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
24 Order in this litigation, the relevant discovery request(s), and a reasonably specific  
25 description of the information requested; and

26 (3) make the information requested available for inspection by the Non-  
27 Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence

502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

## 12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 141. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 141, a sealing order will issue only upon a request establishing that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule 141 is denied by the court, then the Receiving Party may file the information in the public record pursuant to Civil Local Rule 141 unless otherwise instructed by the court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: March 17, 2025

/s/Ely Grinvald

Ely Grinvald

*Attorney for Plaintiff*

*John Castillo, Jr.*

1 Dated: March 17, 2025

SESSIONS, ISRAEL & SHARTLE, L.L.P.

2 /s/ Kenneth A. Ohashi

3 Kenneth A. Ohashi

4 Attorney for Defendant

Transworld Systems Inc.

5  
6 **SIGNATURE ATTESTATION**

7 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby attest that plaintiff's  
8 counsel, Ely Grinvald, concurs in the filing's content and has authorized his  
9 signature and filing.

10 Dated: March 17, 2025

SESSIONS, ISRAEL & SHARTLE, L.L.P.

11 /s/ Kenneth A. Ohashi

12 Kenneth Ohashi

13 Attorney for Transworld Systems Inc.

14 **ORDER**

15 The Court has reviewed the parties' stipulated protective order. (ECF No.  
16 11.) The stipulation comports with the relevant authorities and the court's  
17 applicable local rule. See L.R. 141.1. The Court APPROVES the protective order,  
18 subject to the following clarifications. The Court's Local Rules indicate that once  
19 an action is closed, it "will not retain jurisdiction over enforcement of the terms of  
20 any protective order filed in that action." L.R. 141.1(f); *see also, e.g., MD*  
21 *Helicopters, Inc. v. Aerometals, Inc.*, 2017 WL 495778 (E.D. Cal., Feb. 03, 2017)  
22 (noting that courts in the district generally do not retain jurisdiction for disputes  
23 concerning protective orders after closure of the case). Thus, the Court will not  
24 retain jurisdiction over this protective order once the case is closed.

25 Further, this Stipulated Protective Order does not entitle a party to file  
26 confidential information under seal. Local Rule 141 sets forth the procedures that  
27 must be followed and the standards that will be applied when a party seeks

1 permission from the Court to file material under seal. If a party's request to file  
2 confidential material under seal is denied by the Court, then the party may file the  
3 information in the public record unless otherwise instructed by the Court.

4 Finally, the protective order appears to contain references to local rules  
5 from other districts. *See* Stip. Prot. Order at 15 (Signature Attestation section  
6 referencing Local Rule 5-4.3.4(a)(2)(i), which does not exist in the Eastern  
7 District). To the extent the parties' protective order references local rules of other  
8 districts, the Court rejects these references and reminds the parties to refer to the  
9 local rules of the Eastern District of California.

10 Dated: March 18, 2025



CAROLYN K. DELANEY  
UNITED STATES MAGISTRATE JUDGE

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Stipulated Protective Order that was issued by the United  
States District Court for the Eastern District of California on [date] in the case of ***John  
Castillo, Jr. v. Transworld Systems Inc.***, Case No. 2:24-cv-01498-TLN-CKD. I agree to  
comply with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any  
manner any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Eastern District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this  
action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with this  
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_